

**SPROUT SOCIAL, INC.**  
**SERVICE SUBSCRIPTION AGREEMENT**

This Service Subscription Agreement ("Agreement") is made and entered into as of later of the two signature dates below ("Effective Date"), between Sprout Social, Inc. and its Affiliates (collectively, "Sprout Social") and the undersigned subscriber ("Subscriber"). This Agreement sets forth the terms pursuant to which Subscriber will be permitted to use certain of Sprout Social's web-based and professional services. The parties agree as follows:

**1. DEFINITIONS**

1.1 "**Account**" means a unique account created for Subscriber to access the Subscription Services.

1.2 "**Add-On Services**" means additional services that may be added to the Subscription Services.

1.3 "**Affiliate**" means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.

1.4 "**Client**" means a customer of Subscriber for whom Subscriber is purchasing and/or using the Services (if applicable).

1.5 "**Group**" means a unit of usage rights for the Subscription Services. Groups may be set for individual Clients, specific campaigns, etc.

1.6 "**Mobile Application**" means each copy of the Sprout Social and/or Bambu mobile application (as upgraded from time to time) downloaded by Subscriber's users and installed on a mobile device approved by Subscriber for business use.

1.7 "**Professional Services**" means time-and-materials services provided to Subscriber, such as consulting services, onboarding support, etc.

1.8 "**Scope Limitations**" means the limitations on Subscriber's use of the Subscription Services specified in one or more applicable Service Orders. Scope Limitations may include limits on the volume of data processed by the Subscription Services, and/or a maximum number of users, social media profiles, brand keywords or such other limits as are set forth in the Service Order.

1.9 "**Services**" means, collectively, Subscription Services, Add-On Services and Professional Services.

1.10 "**Service Order**" means a document setting out the specific details of one or more specific Services to be provided to Subscriber, which is agreed upon and signed by both parties.

1.11 "**Sites**" means <https://app.sproutsocial.com>, <https://app.simplymeasured.com/> or <https://getbambu.com>, as applicable.

1.12 "**Subscription Services**" means the subscription services provided by Sprout Social to Subscriber, as identified in one or more Service Orders. The Subscription Services include the use of web-based applications, Mobile Applications (if applicable), technical support, and documentation such as user manuals and online help files.

**2. SERVICE ORDERS**

2.1 **Service Orders**. Once executed by both parties, each Service Order will be a unique agreement that incorporates the terms of this Agreement and stands alone with respect to all other Service Orders. If there is a conflict between the terms of this Agreement and the terms of a Service Order, the terms of this Agreement will control unless the Service Order states that a specific provision of this Agreement will be superseded by a specific provision of the Service Order. Sprout Social will provide, and Subscriber will pay for, all Services set out in each Service Order, subject to the terms of the Service Order and this Agreement.

**3. USE OF THE SERVICES**

3.1 **Use of the Services**. Subject to the terms and conditions of this Agreement, Sprout Social grants to Subscriber a limited, non-exclusive, non-transferable, non-sublicenseable right during the term of each Service Order to use the Services set forth therein. Subscriber's right to use the Services is subject to the Scope Limitations and contingent upon Subscriber's compliance with the Scope Limitations and the terms of the Service Order and this Agreement. If the Service Order permits usage by Clients, such Clients may use the Services in accordance with the terms of this Agreement. Subscriber will be liable for all use of the Services by its Clients. By adding any Client to Subscriber's account, Subscriber represents and warrants that Subscriber has obtained all necessary authorizations and consents from such Client to bind it to this Agreement. Subscriber agrees that Sprout Social can access its account information as necessary, in Sprout Social's sole discretion, to provide Subscriber with the Services and any related support. Sprout Social will not disclose such data except if compelled by law, permitted by Subscriber, or pursuant to the terms of the Sprout Social's Privacy Policy, which is available at [www.SproutSocial.com/privacy-policy](http://www.SproutSocial.com/privacy-policy) (the "Privacy Policy") and is incorporated into this Agreement.

3.2 **Access and Users; Groups**. Subscriber is responsible for managing access to its Account and for all information, data, text, messages or other materials that Subscriber's users post or otherwise transmit via the Services. Subscriber may permit its agents, contractors or service providers to access the Services through its Account, provided that such third party is using the Services on behalf of Subscriber, Subscriber ensures that any person or entity using its Account comply with the terms of this Agreement, and that Subscriber remains responsible for any action taken using its Account. If the Scope Limitations include limits on the number of users, Subscriber will ensure that each user is

issued its own credentials and that credentials are not shared by more than one user. If Subscriber uses the Services on behalf of its Clients or if it grants access to the Services to its Clients, Subscriber will be responsible for ensuring that such Clients are not able to access confidential or proprietary information of another Client. Subscriber may only assign one Client to a Group and may not grant access to one Client's Group to another Client or third party without the assigned Client's consent.

3.3 Use Restrictions. Subscriber may use the Services solely for its own internal business operations or on behalf of Subscriber's Clients. Except as otherwise explicitly provided in this Agreement and/or applicable Service Order, Subscriber will not, and will not permit or authorize third parties to: (a) license, sublicense, sell, rent, lease, or otherwise permit third parties to use the Services; (b) use the Services to provide services to third parties (e.g., as a service bureau); (c) circumvent or disable any security or other technological features or measures of the Services; (d) reverse engineer any element of the Sprout Social Service, or use the Services or any of Sprout Social's Confidential Information (as defined below) to compete with the Services; (e) modify, adapt or hack the Services to falsely imply any sponsorship or association with Sprout Social, or otherwise attempt to gain unauthorized access to the Services or its related systems or networks; (f) use the Services in any manner that interferes with or disrupts the integrity or performance of the Services or the components of the Services; (g) use the Services to knowingly post, upload, link to, send or store any content that is unlawful, racist, hateful, obscene, discriminatory, or that contains any viruses, malware, Trojan horses, time bombs, or any other similar harmful software; (h) attempt to use any method to gain unauthorized access to any paid features of the Sites; (i) use automated scripts to collect information from or otherwise interact with the Sites or the Services; (j) deep-link to the Sites for any purpose (other than Sprout Social's home page), unless expressly authorized in writing by Sprout Social; (k) impersonate any other user of the Services; or (l) use the Services in violation of any social media network acceptable use policy, terms of use or any similar policy or terms. Subscriber shall not use the Services for surveillance purposes or gathering intelligence, including but not limited to: (i) investigating or tracking individual users or their content; (ii) tracking, alerting, or other monitoring of sensitive events (including but not limited to protests, rallies, or community organizing meetings); (iii) conducting or providing surveillance, analyses or research that isolates a group of individuals or any single individual for any unlawful or discriminatory purpose or in a manner that would be inconsistent with the individual users' reasonable expectations of privacy; (iv) targeting, segmenting, or profiling individuals based on health (including pregnancy), negative financial status or condition, political affiliation or beliefs, racial or ethnic origin, religious or philosophical affiliation or beliefs, sex life or sexual orientation, trade

union membership, data relating to any alleged or actual commission of a crime, or any other sensitive categories of personal information prohibited by law. Sprout Social shall have the right to terminate this Agreement and any Order Form/Invoice, if Sprout Social reasonably suspects that Subscriber has violated the foregoing restrictions.

3.4 Compliance with Laws. Subscriber will use the Services in compliance with all applicable laws and regulations and in a manner that does not infringe on the rights of any third party or violate any third party's privacy rights.

3.5 Protection Against Unauthorized Use. Subscriber will use reasonable efforts to prevent any unauthorized use of the Services and immediately notify Sprout Social in writing of any unauthorized use that comes to Subscriber's attention. If there is unauthorized use by anyone who obtained access to the Services directly or indirectly through Subscriber, Subscriber will take all steps reasonably necessary to terminate the unauthorized use. Subscriber will cooperate and assist with any actions taken by Sprout Social to prevent or terminate unauthorized use of the Services.

3.6 Right to Suspend Services. Sprout Social may suspend Subscriber's or any Client's use of the Services if Sprout Social reasonably and in good faith believes such suspension is necessary to prevent unauthorized use of the Services or to prevent an ongoing violation of any applicable laws or regulations. Sprout Social will use commercially reasonable efforts to notify Subscriber prior to any such suspension and will only suspend the Services to the extent necessary to prevent such unauthorized use or violation. In addition, if Subscriber fails to timely pay any fees in accordance with the terms of this Agreement and/or any Service Order, Sprout Social may, without limitation to any of its other rights or remedies, suspend performance of the Services until it receives all amounts due.

3.7 Reservation of Rights. Sprout Social grants to Subscriber a limited right to use the Services under this Agreement. Subscriber will not have any rights to the Services except as expressly granted in this Agreement. Sprout Social reserves to itself and its licensors all rights to the Services not expressly granted to Subscriber in accordance with this Agreement. Sprout Social and its licensors retain all copyright, patent, and other intellectual property rights in and to the Services.

3.8 Statistical Data. Subscriber acknowledges and agrees that Sprout Social shall have the right to utilize data capture, syndication, and analysis tools, and other similar tools, to extract, compile, synthesize, and analyze any non-personally and non-Subscriber identifiable data or information resulting from Subscriber's use of the Services ("Statistical Data"). Statistical Data may be collected by Sprout Social for any lawful business purpose without a duty of accounting to Subscriber, provided that the Statistical Data is used only in an anonymized, aggregated form, without specifically identifying the source of the Statistical Data.

3.9 **Feedback.** Sprout Social shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable and perpetual license to incorporate into the Services or otherwise use any suggestions, enhancement requests, recommendations or other feedback Sprout Social receives from Subscriber.

#### 4. THIRD PARTY SERVICES

4.1 **External Sites.** The Services may contain links to, or otherwise may allow Subscriber to connect to and use certain third party products, service or software under separate terms and conditions (collectively, "**Third-party Service**") in conjunction with the Services. If Subscriber decides to access and use such Third-party Service, Subscriber acknowledges that its use of said Third-party Service is governed solely by the terms and conditions of such Third-party Service, and Sprout Social does not endorse, is not responsible for, and makes no representations as to such Third-party Service, its content or the manner in which such Third-party Service handles Subscriber's data. Sprout Social is not liable for any damage or loss caused or alleged to be caused by or in connection with Subscriber's access or use of any such Third-party Service, or Subscriber's reliance on the privacy practices or other policies of such Third-party Service.

4.2 **Integration.** The Services may contain features that enable various Third-party Services (such as a social media service like Facebook and Twitter) to be directly integrated into Subscriber's Sprout Social account. To take advantage of these features, Subscriber will be required to register for or log into such Third-party Service on their respective websites. By accessing/enabling a Third-party Service within the Services, Subscriber is allowing Sprout Social to pass Subscriber's log-in information to the Third-party Service for this purpose.

#### 5. FEES AND PAYMENT

5.1 **Fees.** Subscriber will pay Sprout Social the fees specified in each applicable Service Order. If Subscriber orders additional Services or changes the Services it is receiving, the fees for such additional or changed services will commence on the activation date listed in the Service Order and will be reflected on Subscriber's invoice. All amounts payable under this Agreement are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Except as otherwise provided in this Agreement, fees are non-refundable. There are no refunds or credits for partial months of Services, plan downgrades, or refunds for unused time if Subscriber closes its account before the end of the term of any Service Order.

5.2 **Payment Terms.** Unless otherwise specified in the applicable Service Order, Subscriber will pay all amounts due within thirty (30) days of the date of the applicable invoice, except for amounts subject to a good faith dispute, provided that Subscriber notifies Sprout Social of any such dispute in writing prior to the date such amounts would otherwise be due, and that Subscriber cooperates with Sprout Social in promptly resolving such dispute. Any amount not paid when

due will be subject to finance charges equal to one and one-half percent (1.5%) of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by Sprout Social to collect any amount that is not paid when due. Amounts due from Subscriber under this Agreement may not be withheld or offset by Subscriber against amounts due to Subscriber for any reason.

5.3 **Taxes.** Other than net income taxes imposed on Sprout Social, Subscriber will bear all taxes, duties, and other governmental charges (collectively, "**taxes**") resulting from its purchase or use of the Services. Taxes will not be deducted from or set off against the fees set forth in the applicable Service Order or invoice.

#### 6. TERM AND TERMINATION

6.1 **Agreement Term.** This Agreement commences on the Effective Date and will remain in effect while any Service Orders are outstanding.

6.2 **Service Order Term.** Each Service Order will be valid for the term specified on the such Service Order unless the Service Order is terminated earlier in accordance with the terms of this Agreement.

6.3 **Termination for Cause.** Either party may terminate a Service Order or this Agreement (i) upon thirty (30) days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) immediately upon written notice if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

6.4 **Post-Termination Obligations.** If this Agreement or a Service Order is terminated for any reason, (a) Subscriber will pay to Sprout Social any fees or other amounts that have accrued prior to the effective date of the termination, (b) any and all liabilities accrued prior to the effective date of the termination will survive, and (c) Subscriber will discontinue all use of the Services. Upon termination of this Agreement or any Service Order, Sprout Social shall have the right to remove Subscriber's account information and account settings after thirty (30) days, Subscriber will not be able to recover this data or content (except that content stored/published to third-party websites, that data will remain on said third-party websites pursuant to those website's terms and conditions). All provisions of this Agreement that, by their nature, are intended to survive termination (including those related to third party claims and limitations on liability) will remain in effect.

#### 7. CONFIDENTIALITY

7.1 **Definition of Confidential Information.** For the purpose of this Agreement, "**Confidential Information**" means non-public information of Sprout Social or Subscriber disclosed by either party to the other party, either directly or

indirectly, in writing, orally or by inspection of tangible objects, or to which the other party may have access, which (i) a reasonable person would consider confidential or (ii) is marked "confidential" or "proprietary" or some similar designation by the disclosing party. Confidential Information will not, however, include any information that (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party other than as a result of a violation of this Agreement by the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party, as shown by the receiving party's files and records; (iv) is obtained by the receiving party from a third party without a breach of the third party's obligations of confidentiality; or (v) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession.

**7.2 Protection of Confidential Information.** The receiving party shall not disclose, use, transmit, inform or make available to any entity, person or body any of the Confidential Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Confidential Information and the parties' respective rights therein, at all times exercising at least a reasonable level of care. Each party agrees to restrict access to the Confidential Information of the other party to those employees, advisors, agents and other representatives who require access in order to perform its obligations hereunder and who agreed to be bound by these obligations of confidentiality and non-disclosure.

## **8. WARRANTIES AND DISCLAIMER**

**8.1 Mutual Warranties.** Each party represents and warrants to the other that: (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such party in accordance with its terms; and (b) no authorization or approval from any third party is required in connection with such party's execution, delivery, or performance of this Agreement.

**8.2 Disclaimer.** EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS SECTION 8, SPROUT SOCIAL MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. SPROUT SOCIAL EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT ON ITS BEHALF AND ON BEHALF OF ITS LICENSORS. SPROUT SOCIAL RELIES ON THIRD PARTY DATA SOURCES FOR INFORMATION AND THEREFORE DOES NOT WARRANT THAT ANY INFORMATION PROVIDED THROUGH THE SERVICES IS ACCURATE OR COMPLETE OR THAT ANY INFORMATION

PROVIDED THROUGH THE SERVICES OR THIRD PARTY DATA WILL ALWAYS BE AVAILABLE. SPROUT SOCIAL DISCLAIMS ALL LIABILITY FOR ANY MALFUNCTIONING, IMPOSSIBILITY OF ACCESS, OR POOR USE CONDITIONS OF THE SERVICES DUE TO INAPPROPRIATE EQUIPMENT, DISTURBANCES RELATED TO INTERNET SERVICE PROVIDERS, TO THE SATURATION OF THE INTERNET NETWORK OR ANY OTHER ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMMUNICATIONS LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, OR ALTERATION OF, USER COMMUNICATIONS, PROBLEMS RELATED TO THE SERVICES OR ITS USE, LOSS OF PERSONAL CONTENT ON THE SITES NOT WITHIN SPROUT SOCIAL'S REASONABLE CONTROL.

## **9. INTELLECTUAL PROPERTY INFRINGEMENT**

**9.1 Defense and Indemnification.** Sprout Social will, at its expense, either defend Subscriber and Subscriber's officers, directors, employees, agents, permitted successors and assigns from or settle any claim, proceeding, or suit ("Claim") brought by a third party against Subscriber alleging that Subscriber's use of the Services infringe or misappropriate any patent, copyright, trade secret, or trademark, right of any third party, and indemnify Subscriber from all damages, costs, and attorneys' fees finally awarded in any such Claim or paid to any third party to settle any such Claim. Sprout Social's obligation under this section is contingent on (a) Subscriber giving Sprout Social prompt written notice of the Claim; (b) Subscriber granting Sprout Social full and complete control over the defense and settlement of the Claim; and (c) Subscriber providing assistance in connection with the defense and settlement of the Claim as Sprout Social may reasonably request, at Sprout Social's cost. Subscriber will not defend or settle any Claim eligible for indemnification under this section without Sprout Social's prior written consent.

**9.2 Infringement Remedy.** If Subscriber is enjoined or otherwise prohibited from using the Services or a portion thereof based on an allegation that the Services violate any third party intellectual property right (including a Claim), or if Sprout Social reasonably determines that such prohibition is likely, then Sprout Social will, at its sole expense and option: (a) obtain for Subscriber the right to use the allegedly infringing portions of the Services; (b) modify the allegedly infringing portions of the Services so as to render them non-infringing without substantially diminishing or impairing their functionality; or (c) replace the allegedly infringing portions of the Services with non-infringing items of substantially similar functionality. If Sprout Social determines that the foregoing remedies are not commercially reasonable, then Sprout Social may terminate the impacted Service Order, or portion thereof, and will promptly provide a prorated refund to Subscriber for any prepaid fees received by Sprout Social for any Services that have not yet been performed at the time of termination.

**9.3 Exclusions from Obligations.** Sprout Social will have no obligation under this Section 9 for any infringement

or misappropriation to the extent that it arises out of or is based upon (a) use of the Services in combination with other products or services if such infringement or misappropriation would not have arisen but for such combination; (b) any aspects of the Services that are provided to comply with designs, requirements, or specifications required by or provided by Subscriber, if the alleged infringement or misappropriation would not have arisen but for the compliance with such designs, requirements, or specifications; (c) use of the Services by Subscriber for purposes not intended or outside the scope of the license granted to Subscriber; (d) Subscriber's failure to use the Services in accordance with written instructions provided by Sprout Social, if the infringement or misappropriation would not have occurred but for such failure; or (e) any modification of the Services not made or authorized in writing by Sprout Social where such infringement or misappropriation would not have occurred absent such modification.

9.4 Limited Remedy. This Section 9 states Sprout Social's sole and exclusive liability, and Subscriber's sole and exclusive remedy, for the actual or alleged infringement or misappropriation of any third party intellectual property right by the Services.

## 10. SUBSCRIBER INDEMNIFICATION

10.1 Subscriber will defend Sprout Social and its officers, directors, employees, agents, successors and assigns from any actual or threatened third party Claim arising out of or based upon Subscriber's breach of Section 3, and indemnify Sprout Social from all damages, costs, and attorneys' fees finally awarded in any such Claim or all amounts that Subscriber agrees to pay to any third party to settle any such Claim. Subscriber's obligation under this section is contingent on:(a) Sprout Social giving Subscriber prompt written notice of the Claim; (b) Sprout Social granting Subscriber full and complete control over the defense and settlement of the Claim; and (c) Sprout Social providing assistance in connection with the defense and settlement of the Claim as Subscriber may reasonably request. Sprout Social will not defend or settle any Claim eligible for indemnification under this section without Subscriber's prior written consent.

## 11. LIMITATIONS OF LIABILITY

11.1 Disclaimer of Indirect Damages. EXCEPT FOR LIABILITY ARISING OUT OF A BREACH OF SECTION 7, VIOLATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY OR ITS AFFILIATES WILL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF A PARTY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

11.2 Cap on Liability. EXCEPT FOR LIABILITY ARISING OUT OF A BREACH OF SECTION 7, VIOLATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, UNDER NO CIRCUMSTANCES WILL THE TOTAL LIABILITY OF EITHER PARTY AND THEIR RESPECTIVE AFFILIATES OF ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY SUBSCRIBER TO SPROUT SOCIAL UNDER THE APPLICABLE SERVICE ORDER DURING THE TWELVE MONTHS PRECEDING THE CLAIM (DETERMINED AS OF THE DATE OF ANY FINAL JUDGMENT IN AN ACTION).

11.3 Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY SPROUT SOCIAL TO SUBSCRIBER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. THE LIMITATIONS IN THIS SECTION 11 WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

11.4 State Prohibition of Limitation of Liability and Disclaimer of Implied Warranties. Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. IN THESE STATES, EACH PARTY'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

## 12. MOBILE TERMS

12.1 Additional Mobile Application Terms. Use of a Mobile Application requires a mobile device that is compatible with the mobile service. Sprout Social does not warrant that the Mobile Applications will be compatible with any mobile device. Subscriber acknowledges that Sprout Social may from time to time issue upgraded versions of the Mobile Applications, and may automatically electronically upgrade the version of the Mobile Applications. Subscriber consents to such automatic upgrading. Standard carrier data charges may apply to use of the Mobile Applications. The additional terms and conditions set forth on Exhibit A shall apply with respect to any Mobile Application that Sprout Social provides for use.

## 13. GENERAL

13.1 Export Compliance and Anti-Corruption. The Services may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. Subscriber shall not permit users to access or use the Services in a U.S.-embargoed country or in violation of any U.S. export law or regulation. Subscriber further represents

that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value in connection with this Agreement (excluding any reasonable gifts and entertainment provided in the ordinary course of business).

13.2 Federal Government End Use Provisions. If Subscriber is a U.S. federal government end user, the Services is a "Commercial Item" as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as those terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Services are licensed to Subscriber with only those rights as provided under the terms and conditions of this Agreement.

13.3 Assignability. Neither party may assign its right, duties, and obligations under this Agreement without the other party's prior written consent, which consent will not be unreasonably withheld or delayed, except that a party may assign this Agreement without the other party's consent to a successor (including a successor by way of merger, acquisition, sale of assets, or operation of law) if the successor agrees to assume and fulfill all of the assigning party's obligations under this Agreement.

13.4 Subcontractors. Sprout Social may utilize a subcontractor or other third party to perform its duties under this Agreement so long as Sprout Social remains responsible for all of its obligations under this Agreement.

13.5 Notices. Any notice required or permitted to be given in accordance with this Agreement will be effective if it is in writing and sent by fax, e-mail, US mail, or insured courier, return receipt requested, to the appropriate party at the address set forth on the signature page of this Agreement (or the applicable Service Order). Either party may change its address for receipt of notice by notice to the other party in accordance with this Section. Notices are deemed given two business days following the date of mailing or one business day following delivery to a courier or sending an email or fax.

13.6 Force Majeure. Neither party will be liable for, or be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any cause or condition beyond its reasonable control, so long as that party

uses all commercially reasonable efforts to avoid or remove the causes of non-performance.

13.7 Governing Law. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the local laws of the State of Illinois, U.S.A., without reference to its choice of law rules and not including the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods. Each party hereby irrevocably consents to the exclusive jurisdiction and venue of the federal, state, and local courts in Cook County, Illinois in connection with any action arising out of or in connection with this Agreement.

13.8 Waiver. The waiver by either party of any breach of any provision of this Agreement does not waive any other breach. The failure of any party to insist on strict performance of any covenant or obligation in accordance with this Agreement will not be a waiver of such party's right to demand strict compliance in the future, nor will the same be construed as a novation of this Agreement.

13.9 Severability. If any part of this Agreement is found to be illegal, unenforceable, or invalid, the remaining portions of this Agreement will remain in full force and effect. If any material limitation or restriction on the use of the Services under this Agreement is found to be illegal, unenforceable, or invalid, Subscriber's right to use the Services will immediately terminate.

13.10 Entire Agreement. This Agreement, including the applicable Service Orders, is the final and complete expression of the agreement between these parties regarding Subscriber's use of the Services. This Agreement supersedes, and the terms of this Agreement govern, all previous oral and written communications regarding these matters, all of which are merged into this Agreement. This Agreement may be changed only by a written agreement signed by an authorized agent of the party against whom enforcement is sought. Sprout Social will not be bound by, and specifically objects to, any term, condition, or other provision that is different from or in addition to this Agreement (whether or not it would materially alter this Agreement) that is proffered by Subscriber in any receipt, invoice, acceptance, purchase order, confirmation, correspondence, or otherwise, regardless of Sprout Social's failure to object to such terms, provisions or conditions. This Agreement may be executed in multiple counterparts, and may be signed electronically or via facsimile.

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**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date below.

**SPROUT SOCIAL:**

**SPROUT SOCIAL, INC.**

By: \_\_\_\_\_

Name:

Title:

Date:

Address for legal Notice:

Sprout Social, Inc., Attn: Legal  
131 S Dearborn St., Suite 700  
Chicago, IL 60611

Email: [legal@sproutsocial.com](mailto:legal@sproutsocial.com)

**SUBSCRIBER:**

SUBSCRIBER ENTITY NAME: Chicago Police Department

By: Chicago Police Department

Name: Glen Brooks

Title: Director

Date: 30 Apr 2018

Address for Legal Notice: 3510 S. Michigan

Office of Community Policing Unit 153

Chicago, IL 60653

**Exhibit A**  
**Mobile Application Terms**

The following additional terms and conditions apply with respect to any Mobile Application that Sprout Social provides for use on an Apple iOS-powered mobile device (an “iOS App”):

1. Subscriber acknowledges that this Agreement is between Subscriber and Sprout Social only, and not with Apple, Inc. (“Apple”).
2. Subscriber’s use of the iOS App must comply with Apple’s then-current App Store Terms of Service.
3. Sprout Social and not Apple, is solely responsible for the iOS App and the Services and content available thereon. Subscriber acknowledges that Apple has no obligation to provide maintenance and support services with respect to the iOS App. To the maximum extent permitted by applicable law, Apple will have no warranty obligation whatsoever with respect to the iOS App.
4. Subscriber agrees that Sprout Social, and not Apple, is responsible for addressing any claims by Subscriber or any third-party relating to the iOS App or Subscriber’s possession and/or use of the iOS App, including, but not limited to: (i) product liability claims; (ii) any claim that the iOS App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation, and all such claims are governed solely by this Agreement and any law applicable to us as provider of the iOS App.
5. Subscriber agrees that Sprout Social, and not Apple, shall be responsible, to the extent required by this Agreement, for the investigation, defense, settlement and discharge of any third-party intellectual property infringement claim related to the iOS App or Subscriber possession and use of the iOS App.
6. Subscriber represents and warrants that (i) Subscriber is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) Subscriber is not listed on any U.S. Government list of prohibited or restricted parties.
7. Subscriber agrees to comply with all applicable third-party terms of agreement when using the iOS App (e.g., the user of the iOS App must not be in violation of its wireless data service terms of agreement when using the iOS App).
8. Subscriber agrees that Apple and Apple’s subsidiaries are third-party beneficiaries to this Agreement as they relate to the license of the iOS App. Upon Subscriber’s acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against Subscriber as they relate to the license of the iOS App as a third-party beneficiary thereof.

The following additional terms and conditions apply with respect to any Mobile Application that Sprout Social provides for use on an Android-powered mobile device (an “Android App”):

1. Subscriber acknowledges that this Agreement is between Subscriber and Sprout Social™ only, and not with Google, Inc. (“Google”).
2. Subscriber’s use of the Android App must comply with Google’s then-current Android Market Terms of Service.
3. Google is only a provider of the Android Market where Subscriber obtained the Android App. Sprout Social™, and not Google, is solely responsible for the Android App and the Services and content available thereon. Google has no obligation or liability to Subscriber with respect to the Android App or this Agreement.
4. Subscriber acknowledges and agrees that Google is a third-party beneficiary to this Agreement as it relates to the Android App.